

**In The Matter Of:**  
*INDECS CORP., et al. v.*  
*CLAIM DOC, LLC*

---

*BENJAMIN C. KRAMBECK*  
*May 31, 2017*

---

*Geftman Reporting Associates*  
*Registered Professional Reporters*  
*Certified Court Reporters (NJ)*  
*610-608-1040 610-747-0412 fax*  
*karynrpr@comcast.net*

**BENJAMIN C. KRAMBECK**

21

1 me he was going to screw me over.

2 Q. When did you terminate the  
3 relationship between Claim DOC and Needham  
4 Business Consultants?

5 A. I believe it was September 27th of  
6 2015.

7 Q. When did you stop paying Needham  
8 Business Consultants from Claim DOC?

9 A. I still have, I'm still paying them.

10 Q. Did you pay Needham Business  
11 Consultants under its contract with Claim DOC  
12 in October 2015?

13 A. I do not recall.

14 Q. Do you recall at what date you  
15 stopped paying Needham Business Consultants  
16 from its original contract with Claim DOC?

17 A. No.

18 Q. Did you pay Needham Business  
19 Consultants in January 2016 from Claim DOC?

20 A. I don't recall.

21 Q. Did Claim DOC pay Needham Business  
22 Consultants in February 2016?

23 A. I do not recall.

24 Q. Was David Fishbone allowed to

**BENJAMIN C. KRAMBECK**

22

1 compete with Claim DOC?

2 A. I believe per the consulting  
3 agreement, I do not -- oh, wait. Under which  
4 document?

5 Q. The Needham Business Consulting and  
6 David Fishbone agreement with Claim DOC.

7 A. So not the settlement agreement.

8 Q. Correct.

9 A. In the original consulting agreement  
10 I believe he was allowed to compete. In the  
11 settlement agreement he was not allowed to  
12 compete for my specific clients listed in the  
13 settlement agreement.

14 Q. And the settlement agreement listed  
15 client of yours.

16 A. Correct.

17 Q. And what do you mean by "clients"?

18 A. There was multiple clients in the  
19 agreement if I recall correctly.

20 Q. But these would have been entities  
21 with whom Claim DOC had contracts, correct?

22 MS. RODRIGUEZ: Objection to  
23 form.

24 You can answer.

**BENJAMIN C. KRAMBECK**

23

1 A. Yes.

2 BY MR. O'CONNELL:

3 Q. When did you learn that Tom Knox  
4 might open a competitor to Claim DOC?

5 A. Approximately November of 2015.

6 Q. How did you learn that?

7 A. I was on the phone with George Awad  
8 and Tom and we were, they were informing me  
9 that they were looking to possibly purchase  
10 ISNT.

11 Q. Was ISNT a competitor of Claim DOC?

12 A. No, they were a vendor at one point.

13 Q. How did they inform you that they  
14 would be competing with Claim DOC?

15 A. They did not inform me specifically  
16 that they would be competing with Claim DOC.

17 Q. Did you infer from their intended  
18 purchase of ISNT that they would compete with  
19 Claim DOC?

20 A. As we were still in discussions  
21 about potentially a joint venture, I was not  
22 made aware that they would be competing with  
23 Claim DOC directly.

24 Q. What was the joint venture?

**BENJAMIN C. KRAMBECK**

63

1 INDECS, correct?

2 A. I believe the date was July 2nd, so  
3 it wasn't quite there yet, but, yes, about  
4 that time.

5 Q. Did Claim DOC send a termination  
6 letter to Wirerope Works on May 11th, 2016?

7 A. On or about that time, yes.

8 Q. So this was more than a month after  
9 that letter, correct?

10 A. Correct.

11 Q. And you said earlier today that this  
12 is part of your basis for believing that  
13 David Fishbone violated the Settlement Term  
14 Sheet, correct?

15 A. Part of the belief, yes.

16 Q. Do you know when Claim Watcher  
17 signed up Wirerope Works?

18 A. Their effective date was June 1st.

19 Do I know when they made the  
20 decision to move? It was in May.

21 Q. Do you know when in May?

22 A. On or about May 9th. Or prior to  
23 May 9th, internal discussions. I was on the  
24 phone with Harold and Lamar where they were



**BENJAMIN C. KRAMBECK**

73

1 A. Yes.

2 Q. And it is between INDECS and Claim  
3 Watcher according to the first paragraph,  
4 correct?

5 A. Correct.

6 Q. If you go to the last page of this  
7 document, it is signed by Mike Shine and Tom  
8 Knox, correct?

9 A. Yes.

10 Q. And the date from Mike Shine's  
11 signature is May 13th, 2016, correct?

12 A. Correct.

13 Q. That is after May 11th, 2016?

14 A. Correct. So the joinder -- okay.

15 MR. O'CONNELL: I'd like to  
16 mark this document Krambeck-13.

17 (Exhibit Krambeck-13 is marked  
18 for identification.)

19 MS. RODRIGUEZ: I'd just like  
20 to note for the record that Krambeck-12 and  
21 Krambeck-13 are documents that apparently  
22 were in the production from yesterday  
23 afternoon and they're not documents that  
24 counsel has had the opportunity to even look

**BENJAMIN C. KRAMBECK**

74

1 at before.

2 With that, go ahead.

3 BY MR. O'CONNELL:

4 Q. Mr. Krambeck, have you seen the  
5 document that's been marked Krambeck-13  
6 before?

7 A. No.

8 Q. Does this document say that it's the  
9 Meeting Minutes from January 11th, 2016?

10 A. Yes.

11 Q. Does this document say that or give  
12 a list of people who were present for the  
13 meeting?

14 A. Correct.

15 Q. Does this document list Lamar  
16 Richards and Harold Kropp of Wirerope Works?

17 A. Yes.

18 Q. And Roger Gilliland, Donna Fuller  
19 and Marybeth Carpenter also work for Wirerope  
20 Works?

21 A. Yes.

22 Q. And does this document list persons  
23 who are present for INDECS?

24 A. Yes.

**BENJAMIN C. KRAMBECK**

75

1 Q. Mike Shine and David Fishbone were  
2 there for INDECS, correct?

3 A. Yes.

4 Q. And January 11th, 2016 was after you  
5 terminated David Fishbone, correct?

6 A. Correct.

7 Q. And it was before the settlement  
8 conference before Judge Strawbridge, correct?

9 A. That's correct.

10 MS. RODRIGUEZ: Let me just  
11 note that there are two dates on the top of  
12 the document; one is January 11th, '16 and  
13 one is January 11th, 2015.

14 BY MR. O'CONNELL:

15 Q. The first section of the body of  
16 this document is Announcements, correct?

17 A. Um-hm.

18 Q. And does it say that there's a new  
19 INDECS product announcement "Claim Watcher"?

20 A. Yes.

21 Q. And does it describe Claim Watcher  
22 as "provides same service as Claim DOC,"  
23 correct?

24 A. Yes.



**BENJAMIN C. KRAMBECK**

76

1           Q.     So if a meeting actually took place  
2     between Wirerope Works and INDECS in January  
3     2016 and this agenda was provided to all  
4     parties who say they were present or who were  
5     listed as present, would all of those persons  
6     know about Claim Watcher?

7                     MS. RODRIGUEZ:  Objection.  
8     He has no way of knowing who knows about  
9     Claim Watcher.

10                    The document speaks for  
11     itself.

12           A.     The document speaks for itself.

13     BY MR. O'CONNELL:

14           Q.     So if you saw this document yourself  
15     on January 11th, 2016 you would be aware of  
16     Claim Watcher, right?

17                    MS. RODRIGUEZ:  Objection.

18                    You can answer.

19           A.     If I saw this document I would see  
20     the name; however, I would not know what that  
21     is.

22     BY MR. O'CONNELL:

23           Q.     So the fact that the name is  
24     immediately followed by "provides same

**BENJAMIN C. KRAMBECK**

77

1 service as Claim DOC but managed and operated  
2 by INDECS," wouldn't help you understand what  
3 Claim Watcher is?

4 MS. RODRIGUEZ: Objection.  
5 That wasn't his testimony.

6 BY MR. O'CONNELL:

7 Q. Would that description actually help  
8 you understand what Claim Watcher is,  
9 Mr. Krambeck?

10 A. Not with 100% certainty.

11 Q. Would it tell you that Claim Watcher  
12 is a competitor of Claim DOC?

13 A. It would infer that.

14 Q. If Wirerope Works had a discussion  
15 about Claim Watcher with INDECS in January  
16 2016, wouldn't that explain why Wirerope  
17 Works knew about Claim Watcher?

18 MS. RODRIGUEZ: Objection.  
19 Hypothetical.

20 A. I would have no idea.

21 BY MR. O'CONNELL:

22 Q. You testified earlier today about a  
23 conversation Roger Gilliland had in April  
24 2016 where he misidentified Claim Watch --

**BENJAMIN C. KRAMBECK**

78

1 Claim DOC as Claim Watcher.

2 A. See, you're even getting confused.

3 Q. Strike that. I'll reask the  
4 question.

5 You testified earlier today  
6 about a conversation that Roger Gilliland had  
7 in which he confused Claim DOC and Claim  
8 Watcher, correct?

9 A. That's correct.

10 Q. And when was that conversation  
11 again?

12 A. April of 2016.

13 Q. So could Roger Gilliland have  
14 learned about the existence of Claim Watcher  
15 in January 2016?

16 MS. RODRIGUEZ: Objection.

17 A. I would have no idea.

18 BY MR. O'CONNELL:

19 Q. You've just been presented with the  
20 Meeting Minutes from a meeting in January  
21 2016 in which INDECS presented, or the  
22 meeting minutes show that INDECS presented  
23 Claim Watcher to Wirerope Works, correct?

24 A. Correct.

**BENJAMIN C. KRAMBECK**

79

1 Q. And Roger Gilliland works for  
2 Wirerope Works, correct?

3 A. He did at that time. I do not know  
4 if he does today.

5 Q. And Roger Gilliland is listed as  
6 present for these meeting minutes, correct?

7 A. Yes.

8 Q. And minutes of a meeting are usually  
9 taken after the meeting, correct?

10 MS. RODRIGUEZ: Objection.

11 A. Were these produced yesterday? We  
12 have no way of knowing.

13 Is there a way to evaluate  
14 when this document was produced? Because if  
15 it was a Microsoft Word document or something  
16 like that where the actual date would be on  
17 there and the actual author would be on  
18 there, that would be something that perhaps  
19 we could comment upon.

20 BY MR. O'CONNELL:

21 Q. Is it your understanding that  
22 minutes are produced after meetings or before  
23 meetings?

24 A. After.

**BENJAMIN C. KRAMBECK**

122

1 MR. O'CONNELL: Let's mark  
2 this as 20.

3 (Exhibit Brambeck-20 is marked  
4 for identification.)

5 BY MR. O'CONNELL:

6 Q. Are you familiar with the document  
7 that's been marked Krambeck-20?

8 A. I am.

9 Q. Is this a letter from you to  
10 Wirerope Works --

11 A. Yes, it is.

12 Q. -- on Claim DOC letterhead?

13 A. Correct.

14 Q. On May 11th, 2016?

15 A. Correct.

16 Q. And what were the circumstances that  
17 led to you writing this letter?

18 A. The previous day Harold and Lamar  
19 informed me that we were terminated.

20 Q. Who is "we"?

21 A. Benefits Captive Re and Claim DOC  
22 for the upcoming plan year starting June 1st.

23 Q. Did that rescind your broker of  
24 record?



**BENJAMIN C. KRAMBECK**

123

1           A.    I don't know what they did with the  
2 broker of record or who they assigned as the  
3 broker of record.

4           Q.    So in this letter you identified  
5 certain services that continue past the, past  
6 the date of this letter until July 2nd, 2016,  
7 correct?

8           A.    Correct.

9           Q.    And those services are balance bill  
10 defense, correct?

11          A.    Correct. It's itemized, number one,  
12 balance bill defense until July 2nd.

13          Q.    And then responding to referred  
14 appeals?

15          A.    Stemming from a preferred health  
16 benefit claim No. 2, yes.

17          Q.    And then auditing services, correct?

18          A.    With dates of service prior to July  
19 2, yes.

20          Q.    So in this document you don't assert  
21 that Claim DOC's obligation to perform  
22 balance bill defense is discretionary,  
23 correct?

24                       MS. RODRIGUEZ: Objection.

**BENJAMIN C. KRAMBECK**

124

1                   You can answer.

2           A.    I did not assert that balance bill  
3 defense was discretionary.

4 BY MR. O'CONNELL:

5           Q.    And then at the bottom of the page  
6 you indicate that after July 2nd, 2016 you  
7 will no longer provide balance bill  
8 representation, correct?

9           A.    " -- we will continue to respond to  
10 any referred health appeals beyond the date  
11 of termination for those claims that were  
12 audited pursuant to the agreement, even if  
13 the appeal itself is served on us after the  
14 date of termination." Appeals.

15          Q.    But you say in this document that  
16 you are not going to provide balance bill  
17 representation.

18          A.    After July 2nd.

19          Q.    Or continue to represent any members  
20 whose claims had arisen before -- excuse me,  
21 "whose balance bill defenses had arisen  
22 before the date of termination."

23                   Is that correct?

24          A.    That's what it says.

**BENJAMIN C. KRAMBECK**

125

1 MS. RODRIGUEZ: Objection.

2 BY MR. O'CONNELL:

3 Q. Do you recall what the response was  
4 to this?

5 A. I do not.

6 Q. Do you recall if anyone --

7 A. I'm pretty sure it was a lawsuit  
8 though.

9 Q. Do you recall whether Mike Shine  
10 e-mailed Claim DOC or sent a letter to Claim  
11 DOC about letters that went out May 11th?

12 A. I recall correspondence as we  
13 wrapped up; I don't recall a specific e-mail.

14 Q. Did you send a letter to Wirerope  
15 Works that same day?

16 A. This was the letter.

17 Q. I'm sorry. Did you send a letter to  
18 INDECS that same day?

19 A. On or about that date.

20 Q. And did that letter also terminate  
21 with INDECS?

22 A. Yes, I think so.

23 Q. Did your relationship with INDECS  
24 get worse after these letters were sent?

**BENJAMIN C. KRAMBECK**

126

1 MS. RODRIGUEZ: Objection.

2 A. I don't know.

3 BY MR. O'CONNELL:

4 Q. Did you attempt to interfere in  
5 INDECS's business after these letters were  
6 sent?

7 MS. RODRIGUEZ: Objection to  
8 the characterization, letters.

9 You can answer.

10 A. No.

11 BY MR. O'CONNELL:

12 Q. Did you attempt to interfere with  
13 INDECS's customer service with Wirerope Works  
14 after these letters were sent?

15 A. No.

16 MR. O'CONNELL: I'd like this  
17 marked Krambeck-21.

18 (Exhibit Krambeck-21 is marked  
19 for identification.)

20 THE WITNESS: Sorry, this is  
21 the first time I'm seeing this.

22 BY MR. O'CONNELL:

23 Q. Were you aware that Claim DOC  
24 directed Wirerope Works customer service

**BENJAMIN C. KRAMBECK**

169

1 reference-based pricing before Wirerope Works  
2 came to INDECS?

3 A. I don't know.

4 Q. On the first page of this e-mail Amy  
5 Pellegrin says, "Hi, Mike. Could you please  
6 confirm that INDECS is handling Wirerope  
7 Works balance bills." Correct?

8 A. Um-hm. Yes.

9 Q. And this mail is from May 27th,  
10 2016, correct?

11 A. That is correct.

12 Q. And that's during the 60-day  
13 termination period, correct?

14 A. Yes.

15 Q. And this is prior to the June 1st  
16 renewal date for Wirerope Works, correct?

17 A. That's correct.

18 Q. So on May 11th, you sent an e-mail,  
19 or you sent a letter to Wirerope Works  
20 terminating the agreements, correct?

21 A. Yes.

22 Q. And you provided them 60 days'  
23 notice, correct?

24 A. Well, we provided them until July



**BENJAMIN C. KRAMBECK**

170

1 2nd.

2 Q. Right. And that's 60 days, correct?

3 MS. RODRIGUEZ: Objection.

4 A. The document stands for itself.

5 BY MR. O'CONNELL:

6 Q. Withdrawn.

7 You stated that would you  
8 provide services until July 2nd, correct?

9 A. Correct. On balance bill defense,  
10 yeah.

11 Q. You said would you provide balance  
12 bill defense until July 2nd.

13 A. Well, whatever the document says is  
14 what we said.

15 Q. So why did Claim DOC think that  
16 INDECS was going to take over Wirerope Works  
17 balance bill defense?

18 A. I don't know. You would have to ask  
19 Amy.

20 Q. Amy worked for you, correct?

21 A. Correct. As do several other  
22 people.

23 Q. So Amy would have gotten her  
24 understanding of what to do at Claim DOC from

**BENJAMIN C. KRAMBECK**

179

1 required to continue to defend balance bills  
2 post termination?

3 A. I have no idea what Mike Shine  
4 believed.

5 Q. Do you think he was referring to  
6 balance bills when he said his understanding  
7 was that you will continue to defend ad  
8 infinitum?

9 A. I have no idea what he considered --  
10 I have no idea what he is referring to.

11 Q. So you don't think that e-mail  
12 refers to balance bills.

13 MS. RODRIGUEZ: Asked and  
14 answered.

15 You can answer.

16 A. My answer will stand. I don't know  
17 what he's referring to specifically. I don't  
18 know what he believed or thought or felt when  
19 he read this or I don't know what he  
20 understood.

21 MR. O'CONNELL: I'd like this  
22 document to be marked 28.

23 (Exhibit Brambeck-28 is marked  
24 for identification.)

**BENJAMIN C. KRAMBECK**

180

1 BY MR. O'CONNELL:

2 Q. Are you familiar with this document,  
3 Mr. Krambeck?

4 A. No.

5 Q. Really? You've never seen this  
6 before?

7 A. I'm not saying that. I'm saying I'm  
8 looking at it for the first time in who knows  
9 how long, so....

10 Q. Mr. Krambeck, is this an assignment?

11 A. A claim for damages.

12 Q. Did you execute this agreement?

13 A. Yes, I did.

14 Q. Did you execute it for BCR?

15 A. Um-hm.

16 Q. Did you execute it for Claim DOC?

17 A. Yes, I did for both companies.

18 Q. Did you execute it after this  
19 litigation began?

20 A. I don't recall. I believe so.

21 Q. Does it specifically list claims  
22 assigned in the middle of the page?

23 A. It does.

24 Q. I'd like you to go back to

**BENJAMIN C. KRAMBECK**

186

1 proposal. We present their proposal to our  
2 client.

3 MR. O'CONNELL: I'd like this  
4 marked 30.

5 (Exhibit Krambeck-30 is marked  
6 for identification.)

7 BY MR. O'CONNELL:

8 Q. Mr. Krambeck, is the document that's  
9 been marked Krambeck-30 payments to BCR for  
10 its brokerage fees?

11 A. Correct.

12 Q. These are on the Wirerope Works  
13 account?

14 A. Yes.

15 Q. And in this lawsuit you're asking  
16 for continued monthly fees from Wirerope  
17 Works to BCR as damages, correct?

18 A. Correct.

19 Q. I'd like you to look at Krambeck-11  
20 on Page 29.

21 A. Okay.

22 Q. Does paragraph 100 of this document  
23 refer to BCR's reasonable expectations?

24 MS. RODRIGUEZ: Paragraph?

**BENJAMIN C. KRAMBECK**

187

1           A.     100.   Correct.

2       BY MR. O'CONNELL:

3           Q.     And BCR's reasonable expectations  
4       were that it would continue to receive  
5       monthly payments, correct?

6           A.     Correct.

7           Q.     In approximately the same amounts  
8       that it did the year before, correct?

9           A.     Correct.

10                       MS. RODRIGUEZ:   Objection.

11          A.     What it says here, during the prior  
12       two plan years.

13       BY MR. O'CONNELL:

14          Q.     So what you're asking for in damages  
15       is the same monthly fees you had received  
16       when you were the broker of record, correct?

17          A.     That's correct.

18          Q.     And usually you would receive those  
19       fees when the client came on board with your  
20       plan, right?

21          A.     And stayed.   As long as they stayed,  
22       we would be owed.

23          Q.     And Wirerope Works terminated with  
24       you.



**BENJAMIN C. KRAMBECK**

188

1           A.     They did.

2           Q.     Has any other client paid you that  
3 monthly fee after terminating?

4           A.     If they changed their plan, no.  If  
5 they changed their plan structure, no.

6           Q.     Do you know if Wirerope moved to  
7 another broker?

8           A.     I have no idea.

9           Q.     Did you expect Wirerope to offer its  
10 health care plan to its employees going past  
11 2016?

12          A.     Did I expect?  Do I expect that they  
13 did?  Could you read that again?  I'm sorry,  
14 please say that again.

15                   (The court reporter read back  
16 the following question:

17                   "Q. Did you expect Wirerope to  
18 offer its health care plan to its  
19 employees going past 2016")

20          A.     I was given no information which  
21 would give me another idea, so I would expect  
22 that.

23                   MR. O'CONNELL:  Let's mark  
24 this as Krambeck-31.

Mike Shine  
July 14, 2017

1

1 UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF NEW JERSEY  
3

4 INDECS CORP. and WIREROPE : No.  
5 WORKS, INC., : 16-4421 (KM-JBC)  
6 :  
7 Plaintiff(s), :  
8 :  
9 vs. :  
10 :  
11 CLAIM DOC, LLC, :  
12 :  
13 Defendant(s). :  
14

15 - - -

16 Friday, July 14, 2017

17 - - -

18 Oral deposition of MIKE SHINE was taken  
19 at the offices of Bochetto & Lentz, 1524 Locust  
20 Street, Philadelphia, PA 19102, before Brittany  
21 Everly, a Court Reporter and Notary Public of the  
22 Commonwealth of Pennsylvania, on the above date,  
23 commencing at 10:03 a.m.  
24  
25

Mike Shine  
July 14, 2017

200

1 the subsequent year without change except for the  
2 Claim Watcher change?

3 A Correct. Del had worked for HCS. So  
4 I'm assuming that's how they got the HCS. But we  
5 used them with other clients, too, because that  
6 was another time before I got there. And they had  
7 done a study on Envision, and PBMs are  
8 transparent. I believe David did that and  
9 suggested that they use Envision.

10 Q And how about Wirerope's providers for  
11 the 2017/2018 year? Have they changed?

12 A Wirerope's providers? No. They are the  
13 same people basically.

14 Q So the same vendors have carried over  
15 from the initial contract in 2015/2016 except for  
16 Claim --

17 A Well, Susquehanna Health has a contract  
18 with Wirerope, not with Claim Doc or not with  
19 Claim Watcher.

20 Q I understand, but --

21 A And there are other people that have a  
22 contract with Claim Doc that they resend with  
23 Claim Watcher, and then you have PHCS, which is a  
24 physician-only network.

25 Q But as far as -- so what's different?

Mike Shine  
July 14, 2017

201

1 Who is different?

2 A The Claim Watcher is different than  
3 Claim Doc.

4 Q And that's the only difference from the  
5 2015/'16 year to the 2017/'18 year?

6 A I believe so.

7 Q Do you recall, did David ever ask you to  
8 print off information from INDECS such as audits?

9 Do you recall that?

10 A I don't recall that.

11 Q Do you recall David's --

12 A Well, I wouldn't have to if David would  
13 have those. He was Claim -- he was Claim Doc.

14 Q Okay. But after Claim Doc, after  
15 September 2015, before he was Claim Watcher, did  
16 he ever ask you to print off audit information?

17 A We'd have -- I don't know what you mean  
18 by "print off audit information." We didn't have  
19 anything in the system to print off.

20 Q So you didn't have any -- you didn't  
21 have access to any of Claim Doc's audit review  
22 information?

23 A They would send it to us in paper.

24 Q And you had it just in paper format?

25 A That's my understanding, yeah.